

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

NOVUS FRANCHISING, INC.,

Plaintiff,

JUDGMENT IN A CIVIL CASE

v.

Case No. 12-cv-204-wmc

SUPERIOR ENTRANCE SYSTEMS,
INC., SUPERIOR GLASS, INC., and
KNUTE PEDERSEN,

Defendants.

This action came for consideration before the court with District Judge William M. Conley presiding. The issues have been considered and a decision has been rendered.

IT IS ORDERED AND ADJUDGED that final judgment is entered in favor of plaintiff:

(1) granting summary judgment as to Counts 2 and 4 (but only for claims for monthly royalties through November 11, 2011), and Counts 3, 5 and 12 of its complaint, and as to Counts 1, 4 and 5 of defendants' counterclaim;

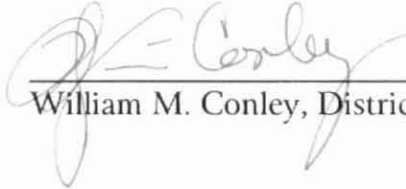
(2) finding that there was no material breach of the Franchise Agreement, that the Franchise Agreement terminated on February 29, 2012, and awarding plaintiff damages in the amount of \$12,600.00 for royalties due and owing under the Franchise Agreement, equipment lease obligations and loss of equipment; and

(3) enjoining defendants from violating the modified post-termination covenant not to compete in auto glass repair for a two year period commencing (a) for defendant Superior Enterprises Inc., on February 29, 2012, and (b) for defendant Knute Pedersen, on the date he comes into compliance with the covenant.

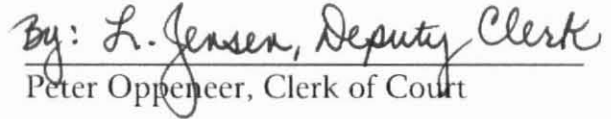
IT IS FURTHER ORDERED AND ADJUDGED that judgment is entered in favor of defendants granting summary judgment as to Counts 1 and 4 (but only as to claims for violation of the in-term covenant not to compete) and Counts 8-11 of plaintiff's complaint.

Approved as form
this 3rd day of January, 2013.

Entered this 3RD day of January, 2013.



William M. Conley, District Judge

By: 

Peter Oppeneer, Clerk of Court